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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
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9 Leo India Films Limited,

10 Plaintiff,

11 v.

12 GoDaddy.com LLC,

13 Defendant.  
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No. CV-19-04803-PHX-DLR

**ORDER**

15 At issue is Plaintiff Leo India Films Limited's ("Leo") motion for leave to file an  
16 amended complaint. (Doc. 120.) Defendant GoDaddy.com LLC's ("GoDaddy") filed a  
17 response in opposition (Doc. 121), to which Leo did not file a reply.

18 GoDaddy is an internet domain name registrar. Leo operates einthusian.tv, a  
19 subscription website streaming Indian and other South Asian films. Leo registered the  
20 einthusan.tv domain name ("Domain") with GoDaddy. In July 2019, GoDaddy suspended  
21 the Domain. Consequently, Leo's subscribers were, for a time, unable to access the Domain  
22 and Leo was unable to transfer it to a new domain registrar. Leo brought this lawsuit soon  
23 after, alleging contract and tort claims against GoDaddy based on its suspension of the  
24 Domain.

25 In February 2020, the Court dismissed this case for lack of subject-matter  
26 jurisdiction. Leo appealed, and the Ninth Circuit reversed and remanded.

27 On May 20, 2022, the Court entered a scheduling order that, among other things,  
28 set a July 31, 2022 deadline for amending pleadings. Leo filed its first amended complaint

1 (“FAC”) on July 29, 2022. The FAC alleges that GoDaddy unlocked the Domain in  
2 February 2020, at which point Leo was able to transfer it to another registrar. GoDaddy  
3 moved to partially dismiss the FAC, which the Court granted in part. The parties thereafter  
4 proceeded with discovery. In an October 30, 2023 interrogatory response, GoDaddy  
5 disclosed that it had unlocked the Domain in October 2019.

6 Though the deadline for amending pleadings has long since passed, Leo now seeks  
7 leave to file a second amended complaint (“SAC”) adding factual allegations that (1)  
8 GoDaddy unlocked the Domain on October 18, 2019, but did not notify Leo, despite  
9 knowing that Leo wanted to transfer the Domain to another registrar, (2) Leo therefore was  
10 unable to transfer the Domain to another registrar prior to the critical holiday season for its  
11 business, and instead (3) Leo discovered on its own that the Domain had been unlocked in  
12 February 2020 and only then was able to transfer it to another registrar.

13 A party seeking to amend a pleading after the date specified in the scheduling order  
14 first must show good cause for modifying the scheduling order. *See Johnson v. Mammoth*  
15 *Recreations, Inc.*, 975 F.2d 604, 608 (9th Cir. 1992).

16 Unlike Rule 15(a)’s liberal amendment policy which focuses  
17 on the bad faith of the party seeking to interpose an amendment  
18 and the prejudice to the opposing party, Rule 16(b)’s “good  
19 cause” standard primarily considers the diligence of the party  
20 seeking the amendment. . . . Although the existence or degree  
21 of prejudice to the party opposing the modification might  
22 supply additional reasons to deny a motion, the focus of the  
23 inquiry is upon the moving party’s reasons for seeking  
24 modification. If that party was not diligent, the inquiry should  
25 end.

26 *Id.* at 609 (internal citations omitted). If good cause supports deviation from the scheduling  
27 order, the Court then assesses the propriety of the motion for leave to amend by considering  
28 factors such as bad faith, undue delay, prejudice to the opposing party, futility of  
29 amendment, and whether the complaint previously has been amended. *See Allen v. City of*  
30 *Beverly Hills*, 911 F.2d 367, 373 (9th Cir. 1990).

31 Leo has not shown good cause for modifying the scheduling order to allow for a late  
32 amended pleading. To start, Leo’s motion does not even acknowledge that Rule 16’s

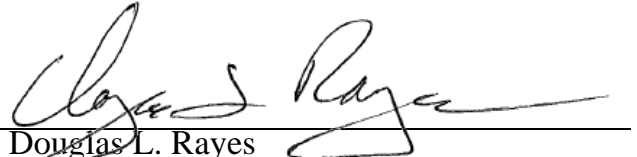
1 heightened good cause standard governs its request. Leo only addresses Rule 15. Leo's  
2 failure to address the good cause standard is a sufficient basis for denying its motion. But  
3 even if Leo had addressed the proper standard, it has not shown that it was diligent in  
4 seeking this amendment for at least two reasons. First, GoDaddy's answer to Leo's FAC—  
5 filed in July 2023—included an affirmative defense of contributory fault, in which  
6 GoDaddy claimed that Leo could have transferred the domain to a different registrar long  
7 before it ultimately did so. This allegation put Leo on notice that the Domain might have  
8 been unlocked prior to February 2020. Second, even after GoDaddy disclosed that it had  
9 unlocked the Domain in October 2019, Leo waited three months before seeking leave to  
10 amend its complaint to add the allegations at issue. Because Leo has not shown it was  
11 diligent in pursuing this amendment, "the inquiry should end." *Johnson*, 975 F.2d at 609.

12         Permitting an amendment at this late stage would also be prejudicial to GoDaddy  
13 and would further delay this case. Fact discovery is closed. Expert discovery closes in  
14 November. Dispositive motions are due on December 16, 2024. The Court recently denied  
15 Leo's *eighth* motion to continue these case deadlines, finding no good cause because Leo  
16 had not acted with diligence in seeking the extension. Leo attempts to minimize the impact  
17 of its amendment, claiming that the allegations merely support existing claims. But, as  
18 GoDaddy correctly explains in its response, to date Leo's claims have been predicated on  
19 allegations that GoDaddy impermissibly locked the Domain, not that GoDaddy  
20 affirmatively concealed the fact that the Domain had been unlocked in October 2019. Leo's  
21 proposed amendment therefore would inject a new factual theory of liability into the case.  
22 To be clear, nothing in this order precludes Leo from using GoDaddy's disclosures as  
23 evidence to support its existing claims, or from attempting to rebut GoDaddy's affirmative  
24 defense of contributory fault by presenting evidence that it was unaware the Domain had  
25 been unlocked earlier than February 2020. But what Leo cannot do is inject at this stage a  
26 new theory that GoDaddy affirmatively concealed the unlocking of the Domain from Leo,  
27 thereby causing further damage.

1 For these reasons,

2 **IT IS ORDERED** that Leo's motion for leave to amend (Doc. 120) is **DENIED**.

3 Dated this 20th day of September, 2024.

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9 Douglas L. Rayes  
10 Senior United States District Judge  
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